

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
GREENBELT DIVISION**

**UNITED STATES OF AMERICA, *ex rel.*
ELGASIM MOHAMED FADLALLA, *et al.*,**

Plaintiffs,

v.

DYNCORP INTERNATIONAL LLC, *et al.*,

Defendants.

Case No. 8:15-cv-01806-PX

THOMAS/WRIGHT, INC.’S ANSWER TO FIRST AMENDED COMPLAINT

Pursuant to F.R. Civ. P. 12(a)(4)(A) and the Court’s Order filed September 5, 2019 [ECF No. 146-1], Defendant, Thomas/Wright, Inc. (“T/WI”), by counsel, respectfully submits this Answer to the allegations asserted against T/WI in the First Amended Complaint [ECF No. 9] according to the numbered paragraphs set forth therein, as follows:

1. T/WI did not violate the False Claims Act (“FCA”), 31 U.S.C. § 3729, *et seq.*, and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs’ claims against T/WI based on alleged violation of the Trafficking Victims Protection Reauthorization Act (“TVPRA”), 18 U.S.C. §1581, *et seq.* Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

2. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T/WI performed services as a subcontractor under Contract No. W911W4-08-D-0002 (“Contract 1”). T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract No. W911W4-11-D-00024 (“Contract 2”) and had no involvement with GLS’ proposal or GLS’ performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to Contract 2.

3. Contract 1 speaks for itself. T/WI denies the allegations in this paragraph to the extent they are inconsistent with the express terms of Contract 1. T/WI does not know the exact amount of payments that were authorized under Contract 1.

4. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS’ proposal or GLS’ performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.

5. T/WI does not have information about work Relators allegedly performed for GLS. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS’ proposal or GLS’ performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.

6. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T/WI did not employ any Relators in Kuwait and has no

knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI does not have information about any "evidence" Relators allegedly provided to the United States.

7. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T/WI did not engage in any misrepresentation of its *bona fides* as a small business. The allegation that T/WI had any involvement with human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

8. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T/WI did not "collude[]" with GLS or any other party with regard to alleged false claims under Contract 1. T/WI did not "facilitate[]" any false claims under Contract 1. T/WI did not receive payment for services it did not perform as a subcontractor under Contract 1. T/WI was paid only for services it actually provided as a subcontractor under Contract 1. The allegation that T/WI had any involvement with human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on

alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

9. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.

10. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

11. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint. T/WI does not have information about GLS' alleged confiscation of passports, or GLS' alleged non-compliance with Kuwaiti laws and legal processes.

12. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the

TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint. T/WI does not have information about GLS' alleged non-compliance with Kuwaiti laws and legal processes. T/WI had no involvement with, or knowledge of, GLS' alleged conduct in Kuwait. T/WI had no involvement with, or knowledge of, Relators'/Plaintiffs' living conditions in Kuwait, or their allegedly being "blacklisted" by other countries. T/WI did not engage in, or profit from, any misconduct at the expense of the United States taxpayer or the Relators.

13. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

14. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint. The allegation that T/WI "engaged in human trafficking" is false.

15. The allegation that T/WI had any involvement in human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA. Therefore, T/WI is not required to respond to any of the TVPRA allegations against it in the First Amended Complaint.

16. The allegations in this paragraph and its subparagraphs state legal conclusions about Relators' alleged citizenship and domicile that do not require a response.

17. The allegations in this paragraph state legal conclusions about DynCorp's alleged state of incorporation, principal place of business, and nature of business that do not require a response.

18. The Court dismissed the First Amended Complaint against AECOM.

19. The allegations in this paragraph state legal conclusions about Global Linguist Solutions, LLC's alleged state of incorporation, principal place of business, and nature of business that do not require a response

20. The Court dismissed the First Amended Complaint against Global Linguist Solutions.

21. The allegations in this paragraph state legal conclusions about Virginia law that do not require a response.

22. The Court dismissed the First Amended Complaint against AECOM. The allegations in this paragraph do not require a response.

23. T/WI does not have information about what the referenced Form 10-Q allegedly states. The document speaks for itself.

24. T/WI does not have information about what the referenced Form 10-K allegedly states. The document speaks for itself.

25. T/WI does not have information about what the referenced press release allegedly states. The document speaks for itself.

26. T/WI does not have information about what the referenced Forms 10-Q and 10-K allegedly state. The documents speak for themselves.

27. T/WI lacks sufficient information to admit or deny the allegations in this paragraph.

28. The allegations in this paragraph state legal conclusions that do not require a response.

29. T/WI does not have information about what the referenced Form 10-K allegedly states. The document speaks for itself.

30. T/WI does not have information about what the referenced Form 10-K allegedly states. The document speaks for itself.

31. T/WI does not have information about the allegations in this paragraph.

32. T/WI does not have information about the allegations in this paragraph.

33. T/WI does not have information about the allegations in this paragraph.

34. T/WI does not have information about the allegations in this paragraph.

35. T/WI does not have information about the allegations in this paragraph.

36. T/WI does not have information about the allegations in this paragraph.

37. T/WI does not have information about the allegations in this paragraph.

38. T/WI does not have information about DynCorp's alleged control over distribution of employee handbooks to all of the "Small Business Defendants."

39. T/WI does not have information about the allegations in this paragraph.

40. T/WI does not have information about the allegations in this paragraph.

41. T/WI does not have information about the allegations in this paragraph.

42. T/WI does not have information about what DynCorp allegedly controlled and recorded.

43. The allegations regarding “[a]lmost all emails sent by GLS” is so vague and ambiguous that the allegations can neither be admitted or denied. To the extent an answer is required, the allegations are denied.

44. T/WI does not have information about the allegations in this paragraph.

45. T/WI does not have information about the allegations in this paragraph.

46. T/WI does not have information about the allegations in this paragraph.

47. T/WI does not have information about the allegations in this paragraph.

48. T/WI does not have information about the allegations in this paragraph.

49. T/WI does not have information about the allegations in this paragraph.

50. The allegations in this paragraph state legal conclusions about Shee Atika’s alleged state of incorporation, principal place of business, and nature of business that do not require a response. T/WI does not have information about what GLS allegedly told INSCOM about Shee Atika.

51. The allegations in this paragraph state legal conclusions about Invizion’s alleged state of incorporation, principal place of business, and nature of business that do not require a response. T/WI does not have information about what GLS allegedly told INSCOM about Invizion.

52. The allegations in this paragraph state legal conclusions about TigerSwan’s alleged state of incorporation, principal place of business, and nature of business that do not

require a response. T/WI does not have information about what GLS allegedly told INSCOM about TigerSwan.

53. T/WI admits that it is incorporated in the State of Oregon and that during the relevant time period it was a woman-owned small business. T/WI does not have information about what GLS allegedly told INSCOM about T/WI.

54. The allegations in this paragraph state legal conclusions about KMS' alleged state of incorporation, principal place of business, and nature of business that do not require a response. T/WI does not have information about what GLS allegedly told INSCOM about KMS.

55. The allegations in this paragraph state legal conclusions that do not require a response.

56. The allegations in this paragraph state legal conclusions that do not require a response.

57. T/WI did not engage in any unlawful action or other misconduct that would toll the statute of limitations on Relators' claims against T/WI, or otherwise estop T/WI from invoking the statute of limitations.

58. The allegations in this paragraph are denied.

59. Solicitation W911W4-05-R-0001 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Solicitation W911W4-05-R-0001.

60. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

61. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

62. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

63. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

64. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

65. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

66. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

67. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

68. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

69. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

70. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

71. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

72. Contract 1 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1.

73. The Aid to Small Business Act speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the Aid to Small Business Act.

74. The Aid to Small Business Act speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the Aid to Small Business Act.

75. The Aid to Small Business Act speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the Aid to Small Business Act.

76. The Aid to Small Business Act speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the Aid to Small Business Act.

77. FAR 52.219-9 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the FAR 52.219-9.

78. FAR 52.219-9 and Contract 1 speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the FAR 52.219-9 and/or Contract 1.

79. FAR 52.219-9 and Contract 1 speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the FAR 52.219-9 and/or Contract 1.

80. DoD Cost Accounting Standard 4-103 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the DoD Cost Accounting Standard 4-103.

81. The allegations in this paragraph state a legal conclusion that does not require a response.

82. The cited FAR provisions speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of the cited FAR provisions.

83. T/WI does not know if GLS entered into Teaming Agreements with all “Small Business Defendants” or why GLS did or would enter into such agreements with all “Small Business Defendants.” T/WI entered into a teaming agreement with McNeil Technologies, Inc.

84. T/WI does not know what representations GLS allegedly made to INSCOM, or what representations, if any, served as a basis for the award of Contract 1.

85. T/WI does not know what representations GLS allegedly made to INSCOM. T/WI did not make any false representations. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI made any false representations, violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

86. T/WI does not know if GLS entered into Teaming Agreements with all “Small Business Defendants.” T/WI’s capabilities were not vitiated. T/WI was not converted into a “GLS affiliate[,]” and did not otherwise lose its *bona fide* independence.

87. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not part of any “scheme” to give a “false impression” about the services it performed as a subcontractor under Contract 1.

88. T/WI denies the allegations against it in this paragraph. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered.

89. Shee Atika's alleged Teaming Agreement with GLS speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the alleged Teaming Agreement.

90. The referenced Teaming Agreement speaks for itself. T/WI does not know if GLS entered into "substantively the same agreement" with all "Small Business Defendants."

91. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. Solicitation W911W4-11-R0003 speaks for itself. The allegations in this paragraph are also denied to the extent they are inconsistent with Solicitation W911W4-11-R0003.

92. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' alleged proposal, representations or performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. Contract 2 speaks for itself. The allegations in this paragraph are also denied to the extent they are inconsistent with Contract 2.

93. Contract 1 speaks for itself. The allegations in this paragraph are also denied to the extent they are inconsistent with Contract 1.

94. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI had direct dealings with four Relators when those Relators were employed by T/WI.

95. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI does not have information about GLS' alleged "pre-award intention." T/WI was not part of, and did not acquiesce to, any "scheme."

96. T/WI does not know how all Relators learned of job openings.

97. T/WI does not have information about the telephone number(s) that all Relators allegedly called to obtain job information.

98. T/WI does not know how GLS allegedly instructed all Relators.

99. T/WI does not know whether all Relators “sent that information” to DynCorp/GLS, nor what, if anything, that allegedly indicated to all Relators.

100. T/WI does not know who responded to GLS’ alleged advertisements, or how GLS allegedly screened them.

101. T/WI does not know what expenses, if any, GLS allegedly paid for Relators.

102. T/WI does not know what expenses, if any, GLS allegedly paid for Relators.

103. T/WI does not know what instructions GLS allegedly gave to “new recruits.”

104. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI does not know what alleged arrangements and payments GLS made for Relators’ transportation in Kuwait.

105. T/WI does not know how GLS allegedly managed Relators’ obligations for alleged “GLS work.”

106. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI does not know how GLS allegedly managed Relators in Kuwait.

107. The allegations in this paragraph do not identify the “personnel” that GLS allegedly summoned to sign, receive and process FSAs. Therefore, T/WI cannot admit or deny the allegations.

108. T/WI does not know how GLS allegedly cautioned Relators about the FSAs.

109. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI does not know how GLS allegedly controlled Relators' transportation in Kuwait.

110. T/WI does not have sufficient information to admit or deny the allegation that GLS determined where all Relators were deployed. T/WI knew that, during the relevant time period, the Relators it employed were in Iraq.

111. T/WI does not know how GLS allegedly determined who would manage all Relators or what was allegedly represented to the public. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

112. T/WI performed meaningful functions as a subcontractor under Contract 1. T/WI gained meaningful experience in management as a result of performing subcontract services under Contract 1. To the extent the contrary allegations in this paragraph apply to T/WI, those allegations are denied.

113. The allegations against T/WI in this paragraph are denied. T/WI did not participate in the perversion of SBA contracting policies, or otherwise engage in any conduct that had a negative impact on the United States or Relators.

114. The allegations in this paragraph pertain to GLS and Contract 2. T/WI has no knowledge or information about these allegations regarding Contract 2.

115. The allegations against T/WI in this paragraph are denied.

116. The allegations against T/WI in this paragraph are denied. T/WI performed its subcontract obligations under Contract 1. The other allegations in this paragraph pertain to GLS and the other Defendants. T/WI has no knowledge or information about these other allegations.

117. The allegations against T/WI in this paragraph are denied. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. The other allegations in this paragraph pertain to GLS and the other Defendants. T/WI has no knowledge or information about these other allegations.

118. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these other allegations.

119. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations.

120. The allegations in this paragraph pertain to GLS. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI had no involvement with, or knowledge of, GLS' alleged conduct involving Kuwait or Kuwaiti law. T/WI had no involvement with, or knowledge of, Relators'/Plaintiffs' alleged work and/or living conditions in Kuwait. T/WI has no knowledge or information about these allegations..

121. The allegations in this paragraph pertain to GLS. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI had no involvement with, or knowledge of, GLS' alleged conduct involving Kuwait or Kuwaiti law. T/WI had no involvement with, or knowledge of,

Relators'/Plaintiffs' alleged work and/or living conditions in Kuwait. T/WI has no knowledge or information about these allegations.

122. The allegations in this paragraph pertain to GLS. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI had no involvement with, or knowledge of, GLS' alleged conduct involving Kuwait or Kuwaiti law. T/WI had no involvement with, or knowledge of, Relators'/Plaintiffs' alleged work and/or living conditions in Kuwait. T/WI has no knowledge or information about these allegations.

123. The allegations in this paragraph pertain to GLS. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI had no involvement with, or knowledge of, GLS' alleged conduct involving Kuwait or Kuwaiti law. T/WI had no involvement with, or knowledge of, Relators'/Plaintiffs' alleged work and/or living conditions in Kuwait. T/WI has no knowledge or information about these allegations.

124. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

125. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

126. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations T/WI did not employ any Relators in Kuwait

and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

127. The allegations in this paragraph pertain to Kuwaiti law. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

128. The allegations in this paragraph pertain to Kuwaiti law. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

129. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

130. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

131. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

132. The allegations in this paragraph pertain to Kuwaiti law and actions allegedly taken by Alshora. T/WI has no information about Kuwaiti law or Alshora's alleged actions.

T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

133. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

134. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The allegations in this paragraph pertain to GLS, Alshora and Contract 2. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

135. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

136. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

137. The allegations in this paragraph pertain to GLS and Alshora. T T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

138. The allegations in this paragraph pertain to GLS, Alshora and Kuwaiti law. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

139. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

140. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

141. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

142. The allegations in this paragraph pertain to Kuwaiti law. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

143. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

144. The allegations in this paragraph pertain to Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

145. The allegations in this paragraph pertain to Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

146. The allegations in this paragraph pertain to actions allegedly taken by a member of the Kuwaiti Army. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

147. The allegations in this paragraph pertain to the United States Government. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

148. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

149. T/WI has no knowledge or information about the allegations in this paragraph. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

150. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

151. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

152. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

153. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

154. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

155. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

156. The allegations in this paragraph pertain to Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

157. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

158. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

159. T/WI has no knowledge or information about the allegations in this paragraph. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

160. Contract 1 and DoD 5220.22M speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1 and DoD 5220.22M.

161. Contract 1 and DoD 5220.22M speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1 and DoD 5220.22M.

162. Contract 1 and DoD 5220.22M speak for themselves. The allegations in this paragraph are denied to the extent they are inconsistent with the express terms of Contract 1 and DoD 5220.22M.

163. The allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

164. The National Defense Authorization Act for Fiscal Year 2008 speaks for itself. The allegations in this paragraph are denied to the extent they are inconsistent with the terms of the National Defense Authorization Act for Fiscal Year 2008.

165. The allegations in this paragraph pertain to a hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record.

166. The allegations in this paragraph pertain to testimony allegedly given by a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan and the alleged motivation for the representative's testimony. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record. T/WI has no knowledge or information about the alleged motivation for the testimony given by GLS' representative.

167. The allegations in this paragraph pertain to testimony allegedly given by a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and

Afghanistan and the alleged erroneous impression conveyed by the representative's testimony. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record. TW/I denies the allegations in this paragraph to the extent they purport to allege that T/WI was involved in creating an erroneous impression, or otherwise presenting false information.

168. The allegations in this paragraph pertain to allegedly false statements made by a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record. TW/I denies the allegations in this paragraph to the extent they purport to allege that T/WI was involved in presenting false information. The Relators for whose services T/WI received payment for subcontract services under Contract 1 were employees of T/WI at the time the services were rendered.

169. The allegations in this paragraph pertain to testimony allegedly given by a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan and the alleged motivation for the representative's testimony. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record.

170. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI made any false or

misleading representations. The other allegations in this paragraph pertain to GLS and Alshora. T/WI has no knowledge or information about these other allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

171. The allegations in this paragraph pertain to allegedly false statements made by a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI was involved in presenting false information. T/WI does not have knowledge or information about what the GLS representative allegedly knew or did not know.

172. The allegations in this paragraph pertain to an alleged disclosure by INSCOM at a hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record.

173. The Relators for whose services T/WI received payment for subcontract services under Contract 1 were employees of T/WI at the time the services were rendered. T/WI denies the allegations in this paragraph to the extent they allege the contrary.

174. The allegations in this paragraph pertain to testimony allegedly given by INSCOM and a GLS representative at hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan and the alleged motivation for the representative's testimony. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record.

175. The allegations in this paragraph pertain to a fee that GLS allegedly earned under its contract with the United States and GLS' incentive for subcontracting. T/WI does not have knowledge or information about these allegations.

176. The allegations in this paragraph pertain to a hearing held by the Commission on Wartime Contracting in Iraq and Afghanistan. It is T/WI's understanding that there is a public record of the referenced hearing. The allegations in this paragraph are denied to the extent that they are inconsistent with the public record.

177. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

178. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

179. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or

engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

180. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

181. The allegations in this paragraph do not require a response.

182. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

183. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise

out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

184. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

185. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

186. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or

GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

187. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

188. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

189. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

190. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

191. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

192. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

193. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

194. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

195. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

196. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

197. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

198. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

199. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

200. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

201. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or

GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

202. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

203. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

204. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise

out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

205. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

206. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

207. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the

allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

208. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

209. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

210. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or

engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

211. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

212. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

213. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent

they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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260. Relator Magi was a T/WI employee from February 19, 2010, through May 13, 2011. During that time, he provided linguist services in Iraq. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

261. T/WI does not know what Relator Magi allegedly asked GLS. T/WI communicated directly with Magi via email. The allegations against T/WI in this paragraph are denied.

262. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

263. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

264. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise

out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

265. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

266. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

267. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or

GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

268. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

269. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

270. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or

GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

271. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

272. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

273. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all

allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

274. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

275. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

276. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no

knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

277. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

278. Relator Al-Safar was a T/WI employee from April 2010, through May 2011. During that time period, he provided linguistic services in Iraq. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

279. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no

involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

280. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

281. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

282. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no

knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

283. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

284. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

285. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all

allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

286. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

287. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

288. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or

engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

289. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

290. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

291. Relator Luttfi was a T/WI employee from November 2008, through June 2011. During that time period, he provided linguistic services in Iraq. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they

purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

292. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

293. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

294. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent

they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

295. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

296. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

297. Relator Luttfi was a T/WI employee from November 2008, through June 2011. During that time period, he provided linguistic services in Iraq. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of,

and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

298. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

299. The allegations in this paragraph pertain to DynCorp. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

300. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or

engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

301. The allegations in this paragraph pertain to DynCorp. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

302. The allegations in this paragraph pertain to GLS and DynCorp. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

303. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

304. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

305. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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307. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

308. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

309. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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312. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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323. Relator Antar was a T/WI employee. He provided linguistic services in Iraq. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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457. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or

GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

458. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

459. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

460. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

461. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

462. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

463. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no

knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 22. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

464. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

465. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

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480. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

481. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

482. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

483. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no

knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

484. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

485. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

486. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

487. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators.

COUNT I

488. The responses set forth above to the allegations in ¶¶ 1-487 of the First Amended Complaint are hereby incorporated by reference.

489. T/WI denies the allegations in the paragraph to the extent they pertain to T/WI. T/WI did not violate the FCA and did not present any false claims or engage in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States or any of the Relators. T T/WI was not a subcontractor under Contract 2 and had no involvement with GLS'

proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.

490. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

491. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

492. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

493. T/WI denies that it was a "front" for services allegedly provided directly by GLS and that its subcontract was a "sham." T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered.

494. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI.

495. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI denies that it engaged in any conduct that violated the FAR or any applicable small business statute. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

496. T/WI denies that it engaged in any "scheme" that contravened Contract 1, the FAR, or any other applicable federal small business statute, or that was otherwise unlawful.

497. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI did not violate the FCA and did not present any false claims.

498. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

499. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI did not participate in any “scheme” with GLS or any other Defendant. T/WI did not cause any false claims to be presented and, therefore, is not liable for any alleged damages.

500. The allegations in this paragraph pertain to DynCorp. T/WI has no knowledge or information about these allegations

501. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI did not violate the FCA and did not present any false claims.

502. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI did not engage in a course and pattern of fraudulent conduct. T/WI did not violate the FCA and did not present any false claims.

503. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

504. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

505. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

506. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

507. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

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515. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

516. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

517. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

518. The allegations in this paragraph pertain to GLS and to Contract 2. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI has no knowledge or information about these allegations.

519. The allegations in this paragraph pertain to GLS and to Contract 2. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI has no knowledge or information about these allegations.

520. The allegations in this paragraph pertain to GLS and to Contract 2. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. T/WI has no knowledge or information about these allegations.

521. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States.

522. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2.

523. T/WI did not violate the FCA and did not present any false claims. T/WI denies the allegations in this paragraph to the extent they purport to allege that T/WI violated the FCA, or engaged in any conduct that was improper, illegal, and/or otherwise harmed or damaged the United States. T/WI performed services as a subcontractor under Contract 1 and was paid only

for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The allegation that T/WI had any involvement with human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA.

COUNT II

524. The responses set forth above to the allegations in ¶¶ 1-523 of the First Amended Complaint are hereby incorporated by reference.

525. T/WI denies all allegations in this paragraph to the extent they pertain to T/WI.

526. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI performed services as a subcontract under Contract 1 and was paid only for services its rendered.

527. T/WI denies all allegations in this paragraph that pertain to T/WI. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these other allegations.

528. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

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531. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

532. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations. T/WI did not employ any Relators in Kuwait and has no knowledge of the events relating to Kuwait that are alleged in the First Amended Complaint.

533. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these other allegations.

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535. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

536. The allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these allegations.

537. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI did not, by any act or omission, cause any false or fraudulent claims to be presented. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The other allegations in this paragraph pertain to GLS. T/WI has no knowledge or information about these other allegations.

538. T/WI did not, by any act or omission, cause any false or fraudulent claims to be presented and, therefore, is not liable for any alleged damages.

539. T/WI did not, by any act or omission, cause any false or fraudulent claims to be presented and, therefore, is not liable for any civil fine.

540. T/WI denies the allegations in this paragraph to the extent they pertain to T/WI. T/WI did not violate the FCA and did not present any false claims. T/WI performed services as a subcontractor under Contract 1 and was paid only for the services it rendered. T/WI was not a subcontractor under Contract 2 and had no involvement with GLS' proposal or GLS' performance of Contract 2. T/WI denies all allegations against it that are based on, arise out of, and/or relate to, Contract 2. The allegation that T/WI had any involvement with human trafficking is false. The Court has dismissed all of Plaintiffs' claims against T/WI based on alleged violation of the TVPRA.

COUNT III

The Court has dismissed all of Relators' claims against T/WI in Count III of the First Amended Complaint. Accordingly, no response to the allegations in ¶¶ 541-547 of the First Amended Complaint is required. Nevertheless, T/WI hereby denies the allegations against it in ¶¶ 541-547 of the First Amended Complaint.

COUNT IV

The Court has dismissed all of Relators' claims against T/WI in Count IV of the First Amended Complaint. Accordingly, no response to the allegations in ¶¶ 548-593 of the First Amended Complaint is required. T/WI states, however, that the allegation it engaged in human trafficking is false and it denies the allegations against it in ¶¶ 548-593 of the First Amended Complaint.

PRAYER FOR RELIEF

T/WI denies the allegations that it is liable for any damages; expenses and costs of suit, including reasonable attorneys' fees; interest; general, special, or equitable relief; or any other relief.

DEFENSES

T/WI hereby gives notice that it may rely on the following defenses in opposing the First Amended Complaint. By listing such defenses, T/WI does not concede, explicitly or implicitly, that any or all of the listed defenses are affirmative defenses under applicable law. In addition, by listing its defenses (here or in other pleadings), T/WI does not waive its right to present any defense that is not required to be identified by Answer or otherwise.

1. All allegations in the First Amended Complaint that are not expressly admitted above are hereby denied.
2. The allegations against T/WI in the First Amended Complaint fail to state a claim against T/WI upon which any relief can be granted.
3. The claims against T/WI in the First Amended Complaint are barred, in whole or in part, by the statute of limitations.
4. The claims against T/WI in the First Amended Complaint are barred, in whole or in part, by the prior public disclosure bar of the FCA.
5. The allegations against T/WI in the First Amended Complaint are barred, in whole or in part, by the doctrines of unclean hands, waiver, estoppel, and/or laches.
6. To the extent, if any, the Relators and/or the United States incurred damages, T/WI is not liable for such damages.

WHEREFORE, with regard to Counts I and II, the Court should enter judgment in T/WI's favor and hold that Relators are not entitled to any damages, costs and expenses, interest, or any other form of relief from T/WI. As noted, the Court has dismissed all of Relators' claims against T/WI in Count III and Count IV of the First Amended Complaint. Accordingly, under Count III and Count IV, Relators are not entitled to any damages, costs and expenses, interest, or any other form of relief from T/WI.

Respectfully submitted,

THOMAS/WRIGHT, INC.

By Counsel:

Dated: October 21, 2019

/s/ Richard O. Wolf

Richard O. Wolf (Bar No. 04989)

Robert M. Moore (admitted *pro hac vice*)

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CERTIFICATE OF SERVICE

I hereby certify that on October 21, 2019, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of the filings to all counsel of record.

/s/ Richard O. Wolf
Richard O. Wolf